

**SECOND AMENDMENT TO PROFESSIONAL AND CALL COVERAGE SERVICES AGREEMENT**

THIS SECOND AMENDMENT TO PROFESSIONAL AND CALL COVERAGE SERVICES AGREEMENT (the “**Amendment**”) is made and entered into as of April 1, 2019, by and between COUNTY OF MONTEREY (“**County**”) on behalf of NATIVIDAD MEDICAL CENTER (“**Hospital**”), and ADVANCED GASTROENTEROLOGY OF MONTEREY COUNTY MEDICAL CORPORATION, a California professional corporation (“**Contractor**”) with respect to the following:

**RECITALS**

A. County owns and operates Hospital, a general acute care teaching hospital facility located in Salinas, California and various outpatient clinics (collectively, the “**Clinic**”) under its acute care license.

B. Contractor and Hospital have entered into that certain Professional and Call Coverage Services Agreement dated April 1, 2015; amended April 1, 2017 (collectively the “**Agreement**”) pursuant to which Contractor provides Specialty professional services, coverage services, teaching services and additional services to Patients of Hospital and Clinics.

C. Hospital and Contractor desire to amend the Agreement to extend the term by twelve (12) months and to increase the aggregate amount payable in the Agreement by Four Hundred Fifty Thousand Dollars (\$450,000).

**AGREEMENT**

IN CONSIDERATION of the foregoing recitals and the mutual promises and covenants contained herein, Hospital and Contractor agree as follows:

1. **Defined Terms**. Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Agreement.

2. **Section 2.1**. Section 2.1 to the Agreement is hereby amended and restated to read in its entirety as follows:

“**2.1 Compensation**. Hospital shall pay to Contractor the amount determined in accordance with **Exhibit 2.1** (the “**Compensation**”), upon the terms and conditions set forth therein. The total amount payable by Hospital to Contractor under this Agreement shall not exceed the aggregate amount of One Million Eight Hundred Thousand Dollars (\$2,250,000). The Hospital’s maximum obligation under this Agreement shall not exceed Four Hundred Fifty Thousand Dollars (\$450,000) per contract year.”

3. **Section 5.1**. Section 5.1 to the Agreement is hereby amended and restated to read in its entirety as follows:

“**5.1 Term**. This Agreement shall become effective on January 1, 2015 (the “**Effective Date**”), and shall continue until the earlier of: (a) the effective date of

any new agreement entered into by and between the Parties for the same or similar services as this Agreement, or (b) March 31, 2020 (the “**Expiration Date**”), subject to the termination provisions of this Agreement.”.”

4. **Counterparts.** This Amendment may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

5. **Continuing Effect of Agreement.** Except as herein provided, all of the terms and conditions of the Agreement remain in full force and effect from the Effective Date of the Agreement.

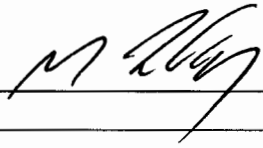
6. **Reference.** After the date of this Amendment, any reference to the Agreement shall mean the Agreement as amended by this Amendment.

*[signature page follows]*

IN WITNESS WHEREOF, Hospital and Contractor have executed this Amendment as of the day and year first written above.

**CONTRACTOR**

ADVANCED GASTROENTEROLOGY OF  
MONTEREY COUNTY MEDICAL  
CORPORATION, a California corporation

  
\_\_\_\_\_  
By: \_\_\_\_\_  
Its \_\_\_\_\_

Date: 3/14/, 2019

\_\_\_\_\_  
By: \_\_\_\_\_  
Its \_\_\_\_\_

**NATIVIDAD MEDICAL CENTER**

\_\_\_\_\_  
Deputy Purchasing Agent

Date: \_\_\_\_\_, 20\_\_

**APPROVED AS TO LEGAL PROVISIONS:**

\_\_\_\_\_  
Stacy Saetta, Deputy County Counsel

Date: \_\_\_\_\_, 20\_\_

**APPROVED AS TO FISCAL PROVISIONS:**

\_\_\_\_\_  
Deputy Auditor/Controller

Date: \_\_\_\_\_, 20\_\_